



"A"

This is the attachment of 3
pages referred to marked "A"
referred to in my Declaration
dated January 22, 2001.

David Perkins

CMBAL Limited
A.C.N. 001 531 586

Level 34, AAP Centre
259 George Street
Sydney NSW 2000

Telephone: (02) 9250 4111
Facsimile: (02) 9250 4531
D.X. 1528 Sydney

8 February 2000

Mr Sol Solomon
C/- The Chase Manhattan Bank
Level 37, 530 Collins Street
MELBOURNE VIC 3000

Dear Sol

David Perkins has asked me to forward the attached to you for your agreement
(signature!).

Can you please return by Thursday.

I gather you are in accord with this, post your meeting with David on Friday.

Regards

Gordon Conolly
Director HR & PR

enc

David,
As requested attached is copy of
agreement duly signed. I trust
executing the assignments will not be
an out-going safer.
Regards

Sol

11/02/00



The Chase Manhattan Bank
A.R.B.N. 074 112 011

AAP Centre
259 George Street
Sydney NSW 2000
Telephone: 61 2 9250 4602
Facsimile: 61 2 9250 4664
D.X 1528 Sydney

Scott Reid
Managing Director and Regional Executive
Australia, New Zealand and Oceania

February 8, 2000

COPY

Mr Sol Solomon
c/o The Chase Manhattan Bank
Level 37, 530 Collins Street
Melbourne Victoria 3000

Dear Sol,

Assignment, Patent Application

I understand that in recent discussions you expressed some concerns in relation to the assignments Chase asked you to sign ("Assignments") relating to its patent applications titled "System and Method for Integrating Trading Operations Including the Generation, Processing and Tracking of and Trade Documents" ("Patent Applications").

The purpose of this letter is to set out our respective undertakings and agreement in relation to the concerns you expressed -

1. You do not warrant the validity of any patent arising from the Patent Applications. Chase is to bear responsibility for all decisions, cost and risk relating to pursuit of the Patent Applications.
2. Chase acknowledges that you have the right to continue to use your general skill and knowledge in the manner the law permits and, in this context, has no objection to your continuing to use the general commercial skill and knowledge (including matters relating to industry practices) which you have learned over the years, provided of course they are not confidential to Chase or otherwise the subject of intellectual property rights of Chase.
3. Chase agrees that:
 - (a) notwithstanding the Assignments, you have the right, if you decide at some future date to do so, to take proceedings to challenge the validity of any of the patents granted pursuant to the Patent Applications, if you believe the patents (or any of their claims) are invalid, and
 - (b) if any such proceedings are successful, Chase will reimburse you for all reasonable legal costs you incur in instituting and prosecuting the proceeding.



- 2 -

4. You have indicated that you do not wish to incur any personal liability to any third party who may take action against you by reason of your being named as inventor, or applicant and inventor, in the Patent Applications or any patent granted pursuant to them.

Chase -

- (a) releases you from any liability whatsoever to it or to any other party in relation to any such claim, and

- (b) will indemnify you in relation to any such claim and costs incurred by you.

Chase will have the responsibility for the costs of, and has the right to conduct, the defence of any such claim.

You will provide reasonable assistance to Chase in the conduct of that defence.

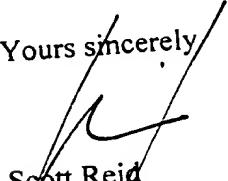
5. The Patent Application, and any related patent office documentation, may identify you as an inventor, or an applicant and inventor. However, Chase agrees not to use your name (whether as an inventor or as otherwise associated or affiliated with the system and method described in the Patent Applications) in any sales or marketing literature, or other publicity or promotion relating to that system and method, without your prior written consent.

6. You will duly sign and return with the signed duplicate of this letter the assignments provided to you by Chase.


If you agree to the contents of this letter, I ask you to sign and return the enclosed duplicate.

I confirm that I have authority to agree to these matters on behalf of Chase.

Yours sincerely


Scott Reid
Managing Director
for and on behalf of
The Chase Manhattan Bank

I agree to the above.


.....
(Signature of Sol Solomon)

11.02.2000

.....
(Date)